

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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GE OIL & GAS, INC,	:	Index No. 652296/2015
	:	
Plaintiff,	:	
	:	
— against —	:	
	:	
TURBINE GENERATION SERVICES, L.L.C.,	:	REDACTED
and MICHEL B. MORENO,	:	<u>JUDGMENT</u>
	:	
Defendants.	:	
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WHEREAS, on June 26, 2015, plaintiff GE Oil & Gas, Inc. (“GEOG” or “Plaintiff”) commenced this action against defendants Turbine Generation Services, L.L.C. (“TGS”) and Michel B. Moreno (“Moreno”) (together, “Defendants”) in connection with Defendants’ default upon a Senior Secured Promissory Note, dated May 13, 2013 (the “Note”), in the case of TGS, and a Guarantee Agreement, dated May 13, 2013 (“Guarantee”), in the case of Moreno (*See* Dkt. #1-10); and

WHEREAS, on July 30, 2015, Defendants moved to dismiss Plaintiff’s action premised upon the theory that, *inter alia*, Plaintiff’s claims should be dismissed in favor of another action commenced in Louisiana by TGS and Moreno against GEOG and General Electric Company (“GE”) (the “Motion to Dismiss”) (*See* Dkt. #16-39; 57-83; 92-95; 98-100); and

WHEREAS, on August 13, 2015, Plaintiff moved for partial summary judgment against Defendants regarding the First and Second Causes of Action in its Complaint, which seek the payment of the unpaid principal and interest owed by Defendants under the Note and Guarantee (the “Partial Summary Judgment Motion”) (*See* Dkt. #40-50; 51-56; 84-91; 96-97); and

WHEREAS, following full briefing and oral argument, this Court denied the Motion to Dismiss during a December 8, 2015 oral argument, as reflected in the Order, dated December 18, 2015 (the “December 18, 2015 Order”) (*See* Dkt. #104; 109); and

WHEREAS, during the December 8, 2015 oral argument, the Court reserved its decision upon GEOG’s Partial Summary Judgment Motion until after Defendants filed their Answer to the Complaint, as reflected in the December 18, 2015 Order (*See* Dkt. #104; 109); and

WHEREAS, on January 6, 2016, Defendants filed their Answer with Counterclaims against GEOG, where Defendants asserted allegations and claims premised upon, *inter alia*, the existence of a purported joint venture agreement between the parties (*See* Dkt. #111-114); and

WHEREAS, on January 6, 2016, Defendants filed a Third-Party Complaint against GE, where Defendants again asserted allegations and claims premised upon, *inter alia*, the existence of a purported joint venture agreement between the parties (*See* Dkt. #115-118); and

WHEREAS, following full briefing and oral argument, this Court granted GEOG’s Partial Summary Judgment Motion as to liability only, while reserving a determination of damages until trial, pursuant to a Decision and Order dated March 4, 2016 (the “March 4, 2016 Order”), where the Court ruled that, *inter alia*, “GEOG is entitled to summary judgment on the Note and the Guaranty [because] [i]t is undisputed that TGS did not repay the Note at maturity and that Moreno unconditionally guaranteed payment,” (*See* Dkt. #159); and

WHEREAS, the March 4, 2016 Order ruled that the parties “did not agree to enter into a joint venture,” the Court *sua sponte* dismissed each of the claims premised upon the existence of a joint venture in Defendants’ Answer with Counterclaims and Third-Party Complaint with prejudice, and granted Defendants leave to file amended pleadings that conform that decision within twenty-one (21) days (*See* Dkt. #159); and

WHEREAS, on March 28, 2016, Defendants filed their Amended Answer with Counterclaims against GEOG, where Defendants asserted claims premised upon the existence of a purported joint venture agreement between the parties (*See* Dkt. #163-166); and

WHEREAS, on March 28, 2016, Defendants filed their Amended Third-Party Complaint against GE, where Defendants asserted the same claims premised upon the existence of a purported joint venture agreement between the parties (*See* Dkt. #167-170); and

WHEREAS, during oral argument on Plaintiff's motion for a preliminary injunction (Motion Seq. No. 003), this Court revised and amended the March 4, 2016 Order to grant GEOG's motion for summary judgment on its First and Second Causes of Action as to liability *and damages*, pursuant to an Order dated March 30, 2016 (the "March 30, 2016 Order") (*See* Dkt. #171); and

WHEREAS, during the March 30, 2016 oral argument, the Court *sua sponte* dismissed each of the claims premised upon the existence of a joint venture in Defendants' Amended Answer with Counterclaims and Amended Third-Party Complaint with prejudice, and granted Defendants leave to file amended pleadings that conform to the Court's decision that the parties did not have a binding joint venture agreement within seven (7) days (*See* Dkt. #171); and

WHEREAS, the March 30, 2016 Order ordered GEOG to submit judgment regarding its First and Second Causes of Action, premised upon Defendants failure to repay any amounts owed under the terms of the Note and Guarantee (*See* Dkt. #171); and

WHEREAS, in response to inquiries from the Clerk of Court, on July 20, 2016, the Court issued an Order specifying the amount and applicable contractual provisions for the judgment, as contemplated by the March 30, 2016 Order, that should be entered in GEOG's favor and against Defendants; and

WHEREAS, based upon the terms of the Note and GEOG's December 30, 2013 default notice (which adjusted the date when default interest would accrue), GEOG is entitled to recover from Defendants, jointly and severally, the outstanding principal of \$25,000,000.00 (per Section 2(a) of the Note) plus (1) standard interest from May 13, 2013 through January 1, 2014 at the rate of 12% per annum (per Section 1(b) of the Note); and (2) default interest from January 2, 2014 until the debt is fully paid at the rate of 20% per annum (per Section 1(b) of the Note); and

WHEREAS, pursuant to the March 30, 2016 Order, execution of this judgment shall be stayed pending decision on the remainder of the action; and

WHEREAS, Defendants were provided due and proper notice and the opportunity to be heard;

NOW THEREFORE, upon the motion of Reed Smith LLP, attorneys for plaintiff GE Oil & Gas, Inc., it is hereby

ADJUDGED that plaintiff GE Oil & Gas, Inc., with its principal place of business at 4424 West Sam Houston Parkway North, Houston, Texas 77041, ^{have judgment and} shall recover, jointly and severally, from defendants Turbine Generation Services, L.L.C., with its principal place of business at 4023 Ambassador Caffery Pkwy, Suite 200, Lafayette, Louisiana 70503, and Michel B. Moreno, with an address last known at 4425 Highland Drive, Dallas, Texas 75205, the total sum of \$25,000,000.00 in outstanding principal under the Note, plus standard interest from May 13, 2013 through January 1, 2014 at the rate of 12% per annum, per Section 1(b) of the Note, in the sum of \$ 1,915,068.49, plus default interest from January 2, 2014 through the entry of judgment at the rate of 20% per annum, per Section 1(b) of the Note, in the sum of

\$ 12,931,506.85, amounting in all to the sum of \$ 39,846,575.34, and
that plaintiff GE Oil & Gas, Inc. have execution therefor. x

Judgment entered this 3rd day of August, 2016.

M. H. [Signature]
Clerk of Court

FILED

AUG 3 2016

**COUNTY CLERK'S OFFICE
NEW YORK**

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF NEW YORK

----- x
 GE OIL & GAS, INC,

Plaintiff,

— against —

TURBINE GENERATION SERVICES, L.L.C.,
 and MICHEL B. MORENO,

Defendants / Third-Party Plaintiffs,

— against —

GENERAL ELECTRIC COMPANY,

Third-Party Defendant.
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Index No. 652296/2015

AFFIRMATION
OF CASEY D. LAFFEY

CASEY D. LAFFEY, an attorney duly admitted to practice law in the State of New York, hereby affirms the following to be true under penalty of perjury pursuant to CPLR 2106:

1. I am a partner with the law firm of Reed Smith LLP, attorneys for plaintiff GE Oil & Gas, Inc. (“GEOG”) in this matter. Based upon my review of the file, I am fully familiar with the facts stated herein, except those stated upon information and belief, and as to those I am informed and believe them to be true.

2. I hereby affirm that GEOG waives its entitlement to costs and disbursements in connection with the proposed judgment submitted to the Court in this matter for entry (Dkt #186).

Dated: New York, New York
 August 1, 2016

FILED

AUG -3 2016

COUNTY CLERK'S OFFICE
 NEW YORK

s/Casey D. Laffey
 CASEY D. LAFFEY

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and MICHEL B. MORENO,

Defendants.

**THIS IS AN E-FILED CASE.
ALL DOCUMENTS MUST
BE FILED ELECTRONICALLY.**

JUDGMENT

REED SMITH LLP

Attorney(s) for Plaintiff
GE Oil & Gas, Inc.

Office Address & Tel. No.:
599 Lexington Avenue
New York, New York 10022
(212) 521-5400

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: Signature:
Print Signer's Name:

Service of a copy of the within is hereby admitted.

Dated:
Attorney(s) for

Check Applicable Box

PLEASE TAKE NOTICE

☐ that within is a (certified) true copy of a
NOTICE OF ENTRY entered in the office of the clerk within named Court on 20

☐ that an Order of which the within is a true copy will be presented for settlement to the
NOTICE OF Hon. one of the judges of the within named Court,
SETTLEMENT at,
on 20, at M.

Dated:

1-2
**FILED AND
DOCKETED**
AUG - 3 2016
AT 1:58 PM
N.Y., CO. CLK'S OFFICE